

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
STATE OF NEBRASKA CONTRACT #11711 OC
ANNUAL REQUIREMENTS FOR
CRUSHED ROCK SALT - LINCOLN

DATE: July 25, 2006

CONTRACT PERIOD: 06/23/06 - 05/31/07

CONTRACTOR: Nebraska Salt & Grain Co.
115 W 16th St.
Gothenburg, NE 69138

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Norman Geiken
TELEPHONE NO: 308-537-7191
FAX No.:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

City of Lincoln/Lancaster County to Piggy-Back off of the
State of Nebraska Contract # 11711 OC, dtd 06/23/06

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76811
Dated: 7-18-06

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
11711 OC

PAGE 1 OF 5	ORDER DATE 06/23/06
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 500194	
VENDOR ADDRESS: NEBRASKA SALT & GRAIN CO 115 W 16TH ST GOTHENBURG NE 69138-1302	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JUNE 23, 2006 THROUGH MAY 31, 2007

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Contract awarded from 1501 OF

Contract to supply and deliver CRUSHED ROCK SALT for the contract period beginning June 23, 2006 through May 31, 2007, with the option to renew in one (1) year increments when mutually agreeable with the vendor and the State of Nebraska.

The price bid shall be FOB Destination and shall not include the Federal Transportation Tax. (The State of Nebraska is exempt.)

Contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party.

The quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

Bid prices shall be firm for 120 days from the date of award.

Contract supplier or suppliers may honor pricing and extend contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

Line	Description	Est. Qty	UM	Unit Price
1	D-1 Crushed Rock Salt,Beatrice	1500	TN	26.2200
Original/Bid Document 1501 OF, Original Line # 2				
2	D-1 Crushed Rock Salt,Lincoln	4000	TN	29.6700
Original/Bid Document 1501 OF, Original Line # 8				
3	D-1 Crushed Rock Salt, Seward	850	TN	29.8600

Todd Dlouhy
BUYER
Don Medsker
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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CONTRACT NUMBER
11711 OC

PAGE 2 OF 5	ORDER DATE 06/23/06
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 500194	

Line	Description	Est. Qty	UM	Unit Price
Original/Bid Document 1501 OF, Original Line # 12				
4	D-2 Crushed Rock Salt, Blair	1200	TN	34.2300
Original/Bid Document 1501 OF, Original Line # 16				
5	D-2 Crushed Rock Salt, Elkhorn	2000	TN	33.4600
Original/Bid Document 1501 OF, Original Line # 17				
6	D-2 Crshd Rock Salt, Omaha Dome	12000	TN	33.3700
Original/Bid Document 1501 OF, Original Line # 20				
7	D-3 Crshd Rock Salt, Dakota City	600	TN	38.3600
Original/Bid Document 1501 OF, Original Line # 29				
8	D-3 Crushed Rock Salt, Lyons	700	TN	36.2600
Original/Bid Document 1501 OF, Original Line # 33				
9	D-3 Crshd Rock Salt, S. Sioux Ci	500	TN	38.0700
Original/Bid Document 1501 OF, Original Line # 38				
10	D-3 Crshd Rock Salt, West Point	7000	TN	36.4600
Original/Bid Document 1501 OF, Original Line # 40				
11	D-4 Crushed Rock Salt, Ravenna	400	TN	30.8700
Original/Bid Document 1501 OF, Original Line # 53				
12	D-4 Crushed Rock Salt, Alliance	250	TN	42.1100
Original/Bid Document 1501 OF, Original Line # 60				
13	D-5 Crushed Rock Salt, Chadron	1200	TN	43.2700
Original/Bid Document 1501 OF, Original Line # 62				
14	D-5 Crushed Rock Salt, Chappell	500	TN	37.3600
Original/Bid Document 1501 OF, Original Line # 63				
15	D-5 Crushed Rock Salt, Crawford	900	TN	44.3000
Original/Bid Document 1501 OF, Original Line # 64				
16	D-5 Crushed Rock Salt, Gordon	200	TN	45.1100
Original/Bid Document 1501 OF, Original Line # 65				
17	D-5 Crshd Rock Salt, Harrison	600	TN	46.8700

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PAGE 3 OF 5	ORDER DATE 06/23/06
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 500194	

Line	Description	Est. Qty	UM	Unit Price
Original/Bid Document 1501 OF, Original Line # 66				
18	D-5 Crushed Rock Salt, Kimball	1000	TN	41.0700
Original/Bid Document 1501 OF, Original Line # 67				
19	D-5 Crushed Rock Salt, Oshkosh	150	TN	37.4800
Original/Bid Document 1501 OF, Original Line # 68				
20	D-5 Crshd Rock Salt,Scottsbluf	750	TN	40.2600
Original/Bid Document 1501 OF, Original Line # 69				
21	D-5 Crushed Rock Salt, Sidney	1000	TN	38.8100
Original/Bid Document 1501 OF, Original Line # 70				
22	D-6 Crushed Rock Salt, Ansley	300	TN	32.6100
Original/Bid Document 1501 OF, Original Line # 71				
23	D-6 Crushed Rock Salt, Arnold	150	TN	31.8600
Original/Bid Document 1501 OF, Original Line # 72				
24	D-6 Crshd Rock Salt,Big Spring	1500	TN	36.0700
Original/Bid Document 1501 OF, Original Line # 74				
25	D-6 Crshd Rock Salt,Broken Bow	600	TN	32.2100
Original/Bid Document 1501 OF, Original Line # 75				
26	D-6 Crushed Rock Salt,Callaway	125	TN	31.5300
Original/Bid Document 1501 OF, Original Line # 76				
27	D-6 Crshd Rock Salt,Gothenburg	500	TN	30.4100
Original/Bid Document 1501 OF, Original Line # 77				
28	D-6 Crshd Rock Salt,Gothenb,New	15000	TN	30.4100
Original/Bid Document 1501 OF, Original Line # 78				
29	D-6 Crushed Rock Salt,Hyannis	100	TN	42.9100
Original/Bid Document 1501 OF, Original Line # 79				
30	D-6 Crshd Rock Salt, Lexington	450	TN	31.3100
Original/Bid Document 1501 OF, Original Line # 80				
31	D-6 Crshd Rock Salt,No. Platte	1100	TN	31.4600
Original/Bid Document 1501 OF, Original Line # 82				

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PAGE 4 OF 5	ORDER DATE 06/23/06
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 500194	

Line	Description	Est. Qty	UM	Unit Price
32	D-6 Crushed Rock Salt,Ogallala	400	TN	34.8100
Original/Bid Document 1501 OF, Original Line # 83				
33	D-6 Cshd Rock Salt, Stapleton	350	TN	35.0700
Original/Bid Document 1501 OF, Original Line # 84				
34	D-6 Crshd Rock Salt,Sutherland	600	TN	33.6100
Original/Bid Document 1501 OF, Original Line # 85				
35	D-7 Crushed Rock Salt, Grant	150	TN	32.9100
Original/Bid Document 1501 OF, Original Line # 92				
36	D-7 Crushed Rock Salt,Maywood	350	TN	31.0300
Original/Bid Document 1501 OF, Original Line # 96				
37	D-8 Crshd Rock Salt,Ainsworth	500	TN	40.2700
Original/Bid Document 1501 OF, Original Line # 99				
38	D-8 Crshd Rock Salt, Merriman	75	TN	43.9700
Original/Bid Document 1501 OF, Original Line # 104				
39	D-8 Crshd Rock Salt, Valentine	150	TN	42.2600
Original/Bid Document 1501 OF, Original Line # 110				
40	D-1 Crshd Rock Salt, Lexington	55	TN	31.3100
Original/Bid Document 1501 OF, Original Line # 114				
41	D-1 Crshd Rock Salt,Wash Cnty	300	TN	34.1300
Original/Bid Document 1501 OF, Original Line # 116				
42	D-1 Crshd Rock Salt, Doug Cnty	5000	TN	33.2100
Original/Bid Document 1501 OF, Original Line # 117				

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/material/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initiated by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/material/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (1) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility/>

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

SPECIFICATION FOR CRUSHED ROCK SALT

SCOPE

CONTRACT TO SUPPLY AND DELIVER CRUSHED ROCK SALT THAT WILL COMPLY WITH THE STATE OF NEBRASKA, DEPARTMENT OF ROADS SPECIFICATIONS AND LOCATIONS STARTING FROM DATE OF AWARD THROUGH MAY 31, 2007.

RIGHTS

The State of Nebraska reserves the right to waive technicalities and to reject any or all bids.

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidders offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

The State reserves the right to reject any and all bids, wholly or in part, to waive any technicality in any bid, to make awards in a manner deemed in the best interest of the State and, unless otherwise specified by the bidder, to accept any item in the bid.

The State reserves the right to issue multiple contract awards based on the bids submitted and the requirements as set forth in the bid document.

NON-COMPLIANCE STATEMENT

Read this specification carefully. Any and all exceptions to this specification must be written on or attached to quotation request. Non-compliance can void your quotation.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understands or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: State Purchasing Bureau, 301 Centennial Mall South, PO Box 94847, Lincoln, NE 68509, Fax (402) 471-2089 (Inquiries received within 48 hours of bid opening may not be addressed).

TERMS OF CONTRACT

Contract to supply and deliver crushed rock salt in accordance with the following general requirements and attached specifications for a one (1) year period beginning from date of award through May 31, 2007, with the option to renew in one (1) year increments when mutually agreeable with the vendor and the State of Nebraska.

Contract supplier or suppliers may honor pricing and extend contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

BASIS OF ACCEPTANCE

Rock Salt furnished under this contract will be accepted on the basis of the producer certifying, in writing, the salt will be in compliance with the specifications for the duration of the contract period. The Letter of Certification must be furnished upon notification of contract award within 7 days. The Certification must be on the producer's letterhead, signed by the producer's representative and display the seal and signature of a Notary Public.

PRICE

The price bid shall be FOB Destination and shall not include the Federal Transportation Tax. (The State of Nebraska is exempt.)

Bid prices shall be firm for 120 days from the date of award. The official notification to revise bid prices must be submitted in writing a minimum of 30 days prior to the proposed effective date of increase to State Purchasing Bureau, 301 Centennial Mall South, Lincoln, NE 68509-4847.

The State will not entertain a price increase of less than 2%. A request to increase 2% or more must include justification, actual documentation of such as invoices that demonstrate increase in cost to all customers, not just the State of Nebraska, and is not designed to increase profit beyond the level intended in the original bid price. Further documentation may be required by the State to authenticate the increase. Failing to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State shall receive full proportional benefit of decreases immediately at any time during contract period.

When a change to establish contract prices is required by the Supplier, the State Purchasing Bureau will reply, in writing within 10 days of such notification, accepting or rejecting the revision.

Bidders must bid on per TON price. (1.35 tons = 1 cy.)

BASIS OF PAYMENT

Contractors should forward all invoices and supporting paperwork to the NDOR, Operations Division, P.O. box 94759, Lincoln, NE 68509.

Invoiced must show vendor's F.I.D. number and reference the purchase order number.

It is the responsibility of the contractor to insure stamped weight tickets are provided for each load delivered. All delivery tickets and invoices must reference the purchase order number so they can be easily identified.

Random sampling of material will be done and if material is found to be of low salt content or out of gradation range a charge of 20% of the per ton price will be deducted from current invoices. Sampling & testing will be done in accordance with ASTM D632. The final decision will be with the Department of Roads Materials and Research Division.

DELIVERY

Quantities shown are estimated only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

Deliveries are to be made during normal working hours, except holidays, between 8:00 am and 4:00 pm Monday-Friday. If an emergency exists, delivery may be made through prior arrangements with receiving personnel.

Orders will be telephoned to the vendor by district personnel stating the location, quantity and purchase order number.

Shipments of crushed rock will be in truckloads of approximately 25 tons.

Delivery by the contractor is to be accomplished within 12 working days after receipt of order. If this is impossible, the Operations Division, Department of Roads, Lincoln, Nebraska will be notified within 24 hours after contractor receives the order. The number to call is 402-479-4328. If the contractor cannot make delivery as stated on the order, the State of Nebraska reserves the right to purchase crushed rock salt by any means it deems necessary to fulfill requirements and the contractor may be held responsible for any excess cost.

Failure to deliver within the time frame may result in a \$50 per day penalty clause.

As a condition of acceptance, the bidder declares that it is a bona fide dealer in crushed rock salt that it is not primarily a transporter of goods for hire, and if awarded a contract, the contractor will either use its privately-owned equipment for delivery of crushed rock salt or obtain transportation through a non-owned duly licensed common carrier.

Salt purity will be a minimum of 95% sodium chloride content. The contractor will be notified immediately of material not meeting specifications and will be expected to take actions to correct the problem. If problems persist, all shipment from that contractor will cease and contract termination may result.

Please notify Arla Dorn at the Nebraska Department of Roads by FAX 402-479-4567 and a copy to Kathy DeVries at State Purchasing Bureau 402-471-2089 as soon as you receive notification from the mine your company has been put on allocations.

BREACH OF CONTRACT

If the contractor breaches this contract, the State of Nebraska may, at its discretion, terminate the contract immediately upon written notice to the contractor. The State of Nebraska shall pay the contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this contract and hold the contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed.

CANCELLATION CLAUSE

The contract may be terminated at any time upon the mutual consent of the parties, or by either party, with or without cause, upon 30 days written notice to the other party.

ANNUAL USAGE

The estimated required tons are **only estimated quantities**. These figures are only indicative of the quantities that may be delivered to any location and the State of Nebraska reserves the right to increase or decrease the quantity actually delivered.

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

Bidder Instructions

Bidders must respond to the following statements. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail and deviation from the bidder's ability to meet the condition, and an explanation of how this might be considered an acceptable alternative to meeting the condition.

STATE OF NEBRASKA SPECIFICATIONS FOR CRUSHED ROCK SALT

The following specifications shall apply to all purchases of bulk crushed rock salt by the Nebraska Department of Roads.

The State of Nebraska reserves the right to waive any technicalities under these specifications.

MEETS SPECIFICATION – Please indicate – (if other, explain on comment line)

YES	NO	OTHER	1.	Condition as Received:
<u>X</u>	_____	_____		The crushed rock salt shall arrive at the delivery point in a free-flowing and usable condition.

Other or Comment

<u>X</u>	_____	_____	2.	Chemical Composition:
				The sodium chloride (NaCl) content in the crushed rock salt shall be no less than 95.0 percent.

Other or Comment

<u>X</u>	_____	_____	3.	Gradation:
				A. The crushed rock salt shall meet ASTM D632 specifications for Sodium Chloride Type I, Grade 1.
				B. The crushed rock salt shall comply with the following gradation requirements:

Sieve Size	Percent Passing Sieve (by weight)
½ in. (12.50 mm)	100
3/8 in (9.50 mm)	95-100
No. 4 (4.75 mm)	20-90
No. 8 (2.36 mm)	10-60
No. 30 (600um)	0-15

Other or Comment

NEBRASKA SALT & GRAIN CO.

BY: 
NORMAN GEIKEN, PRESIDENT